

APPENDIX.

United States District Court,
Southern District of Texas,
Houston Division.

Civil Action No. 1041.

Truman B. Wayne et al.

vs.

The Texas Company.

Certified Copy
of
Excerpts From Defendant's Answer to
Certain Interrogatories, etc.

AGREEMENT.

This Agreement, effective the first day of January, 1936, by and between The Texas Company, a Delaware corporation, having a place of business at 135 East 42nd Street, New York, New York, hereinafter called "Texas", and the Humble Oil & Refining Company, a Texas corporation, having a place of business at Houston, Texas, hereinafter called "Humble" and the Standard Oil Development Company, a Delaware corporation, having a place of business at 26 Broadway, New York, New York, hereinafter called "Development".

Witnesseth That:

Whereas, Texas and Humble are utilizing compositions of drilling and mud fluids in the drilling of wells where it is necessary to seal water or gas sands and other formations and prevent caving or heaving and are individually conducting research work in connection with the manufacture and use of such compositions and now desire to co-operate in the conduct of such research work and to exchange technical information and patent licenses in this field; and

Whereas, Development is the patent holding agent for Humble.

Now, Therefore, for and in consideration of One Dollar (\$1.00) by each of the parties to the other in hand paid, receipt of which is hereby acknowledged, and the mutual covenants hereinafter recited, it is understood and agreed as follows:

1. Whenever used in this agreement, the following terms shall be deemed to have the following meanings:

(a) "Field of invention" shall mean a field covering compositions of drilling and mud fluids adapted for use in connection with the drilling of wells to seal water or gas sands and other formations and prevent caving or heaving, and processes of, and apparatus primarily designed for, making and using such compositions. Inventions belonging outside of this field but usable in the field are to be classified, by mutual agreement of Texas and Humble, on the basis of their most important use.

(b) "Patent rights" shall mean all such claims, but only such claims, of United States Letters Patent and transferable rights thereunder as cover processes, apparatus or products falling within the field of invention defined in sub-paragraph (a) of this paragraph 1. The respective patent rights of Texas and Development (as patent holding agent for Humble) shall mean those patent rights as defined in the preceding sentence of which Texas or Development individually has, or Texas and Development jointly have, the ownership or control in the sense of having the power to grant licenses thereunder for the aforementioned field of invention and which are based upon inventions conceived or reduced to practice by employees of Texas or Humble as the case may be, or by employees of Texas and Humble jointly, between January 1, 1932 and January 1, 1950.

(c) "Subsidiaries" shall mean all corporations of which the parent company owns directly or indirectly more than fifty per cent (50%) of the stock having the right to vote for directors. For the purpose of this definition, the stock owned by the parent company shall be deemed to include all stock having the right to vote for directors and owned directly or indirectly by any of its subsidiaries as defined above.

2. (a) Texas hereby grants and agrees to grant to Humble and to Development a royalty-free, non-exclusive, non-

transferable, irrevocable license to make and use, but not to sell the subject matter of its patent rights as hereinbefore defined in sub-paragraph 1 (b) hereof. The license so granted may be extended by Development to the operating subsidiaries of the Standard Oil Company, a corporation of New Jersey.

(b) Development, on behalf of Humble, hereby grants and agrees to grant to Texas, a royalty-free, non-exclusive, non-transferable, irrevocable license to make and use, but not to sell, the subject matter of its patent rights as hereinbefore defined in sub-paragraph 1 (b) hereof. The license so granted may be extended by Texas to the other operating subsidiaries of Texas' parent company, The Texas Corporation.

3. (a) Texas and Humble hereby agree that they will exchange operating, manufacturing and research information relating to the field of invention, of which they now are, or may become, possessed prior to January 1, 1950, unless this agreement be sooner terminated in accordance with the provisions of paragraph 9 hereof.

(b) Texas and Humble agree that, with respect to third parties, information exchanged between them in accordance with provisions of sub-paragraph 3 (a) hereof shall be treated as confidential. For the purpose of this paragraph subsidiaries of Texas' parent company, The Texas Corporation, and subsidiaries of the Standard Oil Company, a corporation of New Jersey, shall not be considered as third parties.

(c) Expenses incurred by Texas and Humble in connection with the exchange of information under the provisions of sub-paragraph 5 (a), shall be borne by the party furnishing the information; provided, however, that if either party is placed under unusual expense in furnishing certain items of such information, it shall have the right to

submit an accounting covering the cost of furnishing such items of information to the other party and in the event that it is mutually agreed that such items involve an unusual expense, the cost connected therewith shall be shared by Texas and Humble equally.

4. (a) United States and foreign Letters Patent based on inventions falling within the field of invention hereinbefore defined, developed jointly by employees of Texas and Humble during the life of this agreement, shall be assigned to Texas and Development jointly and equally, subject only to a non-exclusive, irrevocable, paid-up license which shall be reserved automatically for and on behalf of Humble.

(b) Texas and Humble each agrees to use its best efforts to induce its respective officers, agents and employees to assign to Texas and Development jointly and equally, subject only to a non-exclusive irrevocable, paid-up license which shall be reserved automatically for and on behalf of Humble, any inventions in respect of which Letters Patent issued thereon would come within the terms of sub-paragraph 4 (a) of this agreement, hereafter made by such officers, agents and/or employees.

(c) Texas and Humble each agrees that when requested by the other party it will execute and deliver such further documents as may be necessary, now or hereafter, to carry into effect the provisions of sub-paragraph 4 (a) hereof.

5. (a) An application for United States Letters Patent shall be filed on joint inventions of employees of Texas and Humble, made during the life of this agreement and falling within the field of invention, by either Texas or Development as may be mutually agreed on in each instance, and shall be prosecuted by such party and all out-of-pocket expenses incurred by such party in connection with the filing and prosecution of such application shall be

shared equally by Texas and Development; provided, however, that if it shall be necessary for the attorneys of either party to devote an unusually large amount of time to the filing or prosecution of any such application such party shall have the right to submit to the other party an accounting covering the cost of such legal services and in the event that it is mutually agreed that such items involve an unusual expense, such unusual expense shall be shared equally by Texas and Humble. The parties shall confer as to the desirability of filing corresponding foreign applications for Letters Patent and such applications shall be filed and prosecuted in accordance with the provisions of this paragraph 5 in the same manner and on the same conditions as an application for United States Letters Patent.

(b) The party so prosecuting one or more applications for Letters Patent shall keep the other party (viz., Texas or Development as the case may be) advised at all times during the continuance of this agreement of the status of the applications which it may file and prosecute in accordance with the provisions of sub-paragraph 5 (a) hereof, and shall forward to such other party, immediately upon receipt thereof, a copy of all Office Actions and other communications, including those relating to interference proceedings involving such inventions, that it may receive, and shall also forward to such other party simultaneously with the filing thereof, a copy of the applications for Letters Patent and of all amendments and other communications filed by it in connection with such inventions to the end that both of such parties may be fully advised at all times of all proceedings in connection with the prosecution of such patent applications.

6. (a) Texas and Development will each provide the other, as soon as possible after the filing thereof, with a copy of all applications for United States Letters Patent

filed on inventions of employees of Texas or Humble, as the case may be, made during the life of this agreement and falling within the field of invention. Texas and Development further agree to keep each other advised as to progress made in the prosecution of such applications for Letters Patent and agree to confer as to the desirability of filing corresponding foreign applications for Letters Patent. The cost of filing and prosecuting all such United States and foreign applications for Letters Patent shall be borne in each instance by the party owning the invention, unless otherwise agreed.

(b) In the event that either Texas or Development shall desire to abandon a United States or foreign application for Letters Patent or foreign Letters Patent, based on an invention of employees of Texas or Humble, as the case may be, made during the life of this agreement and falling within the field of invention, such party, upon request of the other party, shall permit inspection of the file wrapper of such application or such Letters Patent and if requested in writing by the other party hereto shall turn over the application for Letters Patent to the other such party for further prosecution at its own expense or shall permit the other party to maintain such Letters Patent at its own expense.

7. Texas and Development agree that immediately upon the execution of this agreement they will exchange copies of all Letters Patent and applications for Letters Patent controlled by them, falling within their respective patent rights as hereinbefore defined.

8. Texas and Development agree that interferences between Texas and Humble, the subject matter of which falls within the definition of patent rights as hereinbefore defined, shall be settled, if possible, by mutual agreement after inspection of the invention dates available to the

applicants; if an agreement cannot be reached between them, the interference shall be prosecuted within the Patent Office for determination there.

9. This agreement shall remain in full force and effect until January 1, 1950 unless sooner terminated by one of the parties hereto. Either Texas or Humble may cancel this agreement on or subsequent to January 1, 1939 by giving twelve (12) months' written notice of its election to cancel, to the other such party.

10. This agreement shall benefit and be binding upon the respective parties hereto and their respective successors in interest.

11. The addresses of the parties hereto for all purposes specified in this agreement shall be as follows:

The Texas Company
135 East 42nd Street
New York, New York

Humble Oil & Refining Company
Humble Building
Houston, Texas

Standard Oil Development Company
26 Broadway
New York, New York

Any party shall have the right to change such address by notice in writing directed to the other parties hereto.

In Witness Whereof, the parties hereto have respectively caused this instrument to be executed on the dates herein-after indicated.

The Texas Company

By /s/ R. Ogarrio

Vice President

Approved by

R. J. D.

Attest:

/s/ W. G. Elicker

Date: March 16, 1936

OK H. D. W. Jr.

Form OK HHB

Humble Oil & Refining Company

By /s/ John R. Suman

Vice President

Attest:

/s/ F. O. Freese

Date: Feby. 17, 1936

Standard Oil Development Company

By /s/ William E. Currie

Vice President

Attest:

/s/ Ross H. Dickson

Date: Feb. 27, 1936

SUPPLEMENTAL AGREEMENT.

This Supplemental Agreement, effective as of the first day of January, 1936, by and between The Texas Company, a Delaware corporation, having a place of business at 135 East 42nd Street, New York, New York, hereinafter called "Texas", the Humble Oil & Refining Company, a Texas corporation, having a place of business at Houston, Texas, hereinafter called "Humble", and the Standard Oil Development Company, a Delaware corporation, having a place of business at 26 Broadway, New York, New York, hereinafter called "Development";

Witnesseth That:

Whereas, the parties hereto heretofore entered into an agreement effective the first day of January, 1936, under which they exchanged licenses relating to drilling and mud fluids; and

Whereas, the parties now desire to extend said agreement to provide for the sharing of revenues received by them as damages for infringement, or royalties from licenses granted, in the field forming the subject matter of said agreement.

Now, Therefore, for and in consideration of One Dollar (\$1.00) by each of the parties to the other in hand paid and the mutual covenants and agreements hereinafter set forth, the parties covenant and agree as follows:

1. The parties hereto agree that the aforementioned agreement effective the first day of January, 1936 shall be and hereby is supplemented and amended by inserting a new paragraph 12 reading as follows:

"12. (a) The parties hereto specifically agree that each such party shall be free to grant licenses under

its own patent rights upon such terms and conditions, at such royalty rates, and to such companies, as it may deem advisable.

“(b) Each of the parties hereto agrees that it will deliver promptly to the other parties hereto copies of all licenses granted by it to third parties under its patent rights, as hereinbefore defined.

“(c) It is further agreed that any and all revenues received by the parties hereto by way of damages for the infringement of, or as royalty for licenses under, their respective patent rights, as hereinbefore defined, shall be divided equally between Texas and Development; provided, however, that the parties shall be under no obligation to account for any licenses, immunities or other non-monetary compensation received as damages or in exchange for such licenses. The parties further agree to account to each other on or before the last day of January of each year for the gross revenues so received during the preceding calendar year.”

2. The parties hereto agree that nothing contained in the aforementioned agreement effective the first day of January, 1936 or this supplement thereto shall constitute a partnership relation between the parties hereto.

In Witness Whereof, the parties hereto have respectively caused this instrument to be executed on the dates hereinafter indicated.

The Texas Company

By R. Ogarrio

Vice President

Approved

W. M. S.

Attest:

W. G. Elicker

Date: 5-23-38

Humble Oil & Refining Company

By John R. Suman

Vice President

Attest:

M. B. Fox

Asst. Sec'y

Date: 5-5-38

Standard Oil Development Company

By William E. Currie

Vice President

Attest:

Ross H. Dickson

Ass't. Secretary

Date: 5-12-38

SETTLEMENT AND CROSS-LICENSE AGREEMENT.

This Agreement, effective as of the first day of May, 1941, by and between The Texas Company, a Delaware corporation, having a place of business at 135 East 42nd Street, New York, New York, hereinafter referred to as "Texas", and Standard Oil Development Company, a Delaware corporation, having a place of business at Linden, New Jersey, hereinafter referred to as "Development";

Witnesseth That:

Whereas, Texas represents that it is the owner of the entire right, title and interest in and to the following:

Application Serial No. 152,463 for United States Letters Patent, filed by Allen D. Garrison on July 7, 1937, for "Preparation of Drilling Muds", and

Application Serial No. 152,464 for United States Letters Patent, filed by Allen D. Garrison on July 7, 1937, for "Process of Preparing Phosphorus and Boron-containing Compounds and Products Obtained Thereby"; and

Whereas, Development represents that it is the owner of the entire right, title and interest in and to the following:

Application Serial No. 164,870 for United States Letters Patent, filed by Milton Williams on September 21, 1937, for "Addition Agents for Enhancement of the Properties of Drilling Muds",

Application Serial No. 379,043 for United States Letters Patent, a division of the foregoing, filed by Milton Williams on February 15, 1941, for "Addition Agents for Enhancement of the Properties of Drilling Muds", and

Application Serial No. 164,871 for United States Letters Patent, filed by Milton Williams on September 21, 1937, for "Water-Soluble Boron-Phosphate Glasses", and

Application Serial No. 164,872 for United States Letters Patent, filed by Milton Williams on September 21, 1937, for "Method of Producing a Water-Soluble Glass in Form of 'Cotton'"; and

Whereas, the aforementioned Application Serial No. 152,463 for United States Letters Patent and Application Serial No. 164,871 for United States Letters Patent are now involved in an interference in the United States Patent Office, designated as Interference No. 78,678, which was declared on September 30, 1940; and

Whereas, the parties hereto desire to settle this interference without further contest in order to avoid the delays and expenses which might be involved in the further litigation of the issues thereof; and

Whereas, the parties hereto and Humble Oil & Refining Company, a Texas corporation, hereinafter referred to as "Humble", entered into a certain agreement effective as of the first day of January, 1936 by which agreement and certain other agreements supplemental thereto the parties hereto exchanged non-exclusive licenses under, and agreed to share equally in all revenues received by them as damages for the unlicensed use of or royalty for the licensed use of, their respective inventions falling within a "field covering compositions of drilling and mud fluids adapted for use in connection with the drilling of wells to seal water or gas sands and other formations and prevent caving or heaving, and processes of, and apparatus primarily designed for, making and using such compositions"; and

Whereas, certain of the aforementioned inventions fall within the field of the said agreements now existing be-

tween the parties while other of said inventions fall without the defined field; and

Whereas, the parties desire to exchange immunities from suit and the right to grant licenses under such of the aforementioned inventions as do not come within the scope of the existing agreements and desire to share equally in the income received therefrom;

Now, Therefore, for and in consideration of One Dollar (\$1.00) by each of the parties to the other in hand paid and the mutual covenants and agreements hereinafter set forth, the parties covenant and agree as follows:

1. Texas and Development hereby each covenants that it has the right and power to enter into this agreement.

2. (a) Texas and Development hereby agree to settle the aforesaid Interference No. 78,678, without contest in the United States Patent Office, by the mutual exchange of evidence with respect to the pertinent invention dates and by the filing of such suitable written disclaimers or such other necessary documents as may be agreed upon by Texas and Development in view of the facts.

(b) In the event, however, that the parties hereto cannot agree within three (3) months from the effective date of this agreement as to which of the applicants was the first to invent the subject matter in issue in said interference, then the question of priority may be submitted to the United States Patent Office for determination, but it is expressly understood and agreed by the parties hereto that regardless of the procedure followed for the determination of the question of priority of invention, the immunities from suit and licensing rights herein exchanged shall remain in full force and effect.

3. The parties hereto agree that the successful party, as determined in accordance with the provisions of section 2

hereof, will make diligent efforts to obtain United States Letters Patent containing claims adequately covering the invention defined by the counts of said Interference No. 78,678, and that both parties will make diligent efforts to obtain United States Letters Patent on any other invention or inventions commonly disclosed by the applications for United States Letters Patent involved in this interference.

4. Wherever used in this agreement the following terms shall be deemed to have the following meanings:

(a) "Field of invention" shall mean a field covering a water-soluble glass containing a phosphate radical and a normally solid element, in compounded form, other than phosphorous, of groups 2 to 8 of the periodic system having a normally solid oxide, and apparatus and methods for making and using such glass. Inventions belonging outside of this field but usable in the field are to be classified, by mutual agreement of Texas and Development, on the basis of their most important use.

(b) "Phosphate patent rights" shall mean all such claims, but only such claims, of Letters Patent of all countries and transferable rights thereunder as cover processes, apparatus or products falling within the field of invention defined in paragraph (a) of this section 4. The respective phosphate patent rights of Texas and Development shall mean those phosphate patent rights as defined in the preceding sentence of which Texas or Development has the ownership or control (in the sense of having the power to grant licenses thereunder) for the aforementioned field of invention and which are based upon inventions of employees of Texas and of the other subsidiaries of its parent company, The Texas Corporation, a Delaware corporation, or employees of Development, the other subsidiaries of its parent company, Standard Oil Company, a New Jersey corporation, and Humble, conceived or reduced to practice between January 1, 1936 and December 31, 1948.

(c) "Subsidiaries" shall mean all corporations of which the parent company owns directly or indirectly more than fifty per cent (50%) of the stock having the right to vote for directors. For the purpose of this definition, the stock owned by the parent company shall be deemed to include all stock having the right to vote for directors and owned directly or indirectly by any of its subsidiaries as defined above.

5. (a) Texas hereby agrees that it will not sue Humble, Development or any operating subsidiary of Development's parent company, Standard Oil Company, a corporation of New Jersey, for any future infringement of any of the phosphate patent rights of Texas.

(b) Texas hereby grants and agrees to grant to Development, on the terms and conditions hereinafter set forth, the non-exclusive, irrevocable right to grant to others under the phosphate patent rights of Texas non-exclusive licenses to make, use and sell the subject matter of such phosphate patent rights, and Texas further agrees that such licensing rights may be extended by Development to the other subsidiaries of said Standard Oil Company and to Humble, but that such rights shall be otherwise non-transferable.

6. (a) Development hereby agrees that it will not sue Texas or any operating subsidiary of its parent company, The Texas Corporation, a corporation of Delaware, for any future infringement of any of the phosphate patent rights of Development.

(b) Development hereby grants and agrees to grant to Texas, on the terms and conditions hereinafter set forth, the non-exclusive, irrevocable right to grant to others under the phosphate patent rights of Development non-exclusive licenses to make, use and sell the subject matter of such phosphate patent rights, and Development further agrees that such licensing rights may be extended by

Texas to the other subsidiaries of said The Texas Corporation, but that such rights shall be otherwise non-transferable.

7. (a) Texas and Development hereby agree that they will exchange operating, manufacturing and research information relating to the field of invention, of which they now are, or may become, possessed prior to December 31, 1948, unless this agreement be sooner terminated in accordance with the provisions of paragraph 14 hereof.

(b) Texas and Development agree that, with respect to third parties, information exchanged between them in accordance with the provisions of paragraph (a) of this section 7, shall be treated as confidential. For the purpose of this paragraph subsidiaries of said The Texas Corporation, Humble, and subsidiaries of said Standard Oil Company shall not be considered as third parties.

(c) Expenses incurred by Texas and Development in connection with the exchange of information under the provisions of paragraph (a) of this section 7, shall be borne by the party furnishing the information; provided, however, that if either party is placed under unusual expense in furnishing certain items of such information, it shall have the right to submit an accounting covering the cost of furnishing such items of information to the other party and in the event that it is mutually agreed that such items involve an unusual expense, the cost connected therewith shall be shared by Texas and Development equally.

8. Texas and Development each agrees to use its best efforts to secure proper assignments to it of any invention in respect of which Letters Patent issued thereon would come within its phosphate patent rights as defined in paragraph 4 (b) hereof.

9. (a) Texas and Development will each provide the other, as soon as possible after the filing thereof, with a copy of all applications for United States Letters Patent the claims of which on issuance would fall within the definition of phosphate patent rights. Texas and Development further agree to keep each other advised as to progress made in the prosecution of such applications for Letters Patent and agree to confer as to the desirability of filing corresponding foreign applications for Letters Patent. The cost of filing and prosecuting all such United States and foreign applications for Letters Patent shall be borne in each instance by the party owning the invention, unless otherwise agreed.

(b) In the event that either Texas or Development shall desire to abandon foreign Letters Patent falling within, or a United States or foreign application for Letters Patent the claims of which on issuance would fall within, the definition of phosphate patent rights, such party shall notify the other party hereto of its desire to abandon such Letters Patent or application for Letters Patent, and, upon request of the other party, shall permit inspection of the file wrapper of such application or such Letters Patent and if requested in writing by the other party hereto shall turn over the application for Letters Patent to the other such party for further prosecution at its own expense or shall permit the other party to maintain such Letters Patent at its own expense.

10. Texas and Development agree that immediately upon the execution of this agreement they will exchange copies of all existing Letters Patent falling within, and all existing applications for Letters Patent the claims of which on issuance would fall within, the definition of phosphate patent rights.

11. Texas and Development agree that any future interference between Texas and Development, the subject mat-

ter of which falls within the defined field of invention, shall be settled, if possible, by mutual agreement after inspection of the invention dates available to the parties, and if agreement cannot be reached between them, the interference shall be handled in the manner set forth in paragraph 2 (b) hereof.

12. Each of the parties hereto agrees that it will promptly deliver to the other party hereto copies of all licenses granted, by it or by any of the companies to which it has extended such licensing rights under paragraph 5 (b) or paragraph 6 (b) hereof, to third parties under the phosphate patent rights forming the subject matter hereof or any of them.

13. (a) Texas and Development hereby agree that any and all revenues received by them and by the companies to which they have extended licensing rights under paragraph 5 (b) or paragraph 6 (b) hereof, by way of damages for the infringement of, or as royalty for licenses under, the phosphate patent rights forming the subject matter of this agreement or any of them, shall be divided equally between Texas and Development.

(b) The parties further agree to account to each other on or before the last day of January of each year for the gross revenues so received during the preceding calendar year.

(c) It is expressly agreed by the parties hereto that they shall be under no obligation to account for any licenses, immunities or other non-monetary compensation received as damages or in exchange for licenses granted hereunder.

14. This agreement shall remain in full force and effect until December 31, 1948 unless sooner terminated by one of the parties hereto. Either Texas or Development may

cancel this agreement on or subsequent to the first day of January, 1943, by giving twelve (12) months' written notice of its election to cancel to the other party.

15. Texas and Development each agrees that when requested by the other party hereto it will execute and deliver such further documents as may be necessary, now or hereafter, to carry into effect the provisions of this agreement.

16. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof.

17. This agreement shall benefit and be binding upon the respective parties hereto and their respective successors in interest.

18. The addresses of the parties hereto for all purposes specified in this agreement shall be as follows:

The Texas Company
135 East 42nd Street
New York, New York

Standard Oil Development Company
P. O. Box 243
Elizabeth, New Jersey

All payments provided for in this agreement shall be made, and all notices provided for herein shall be directed, to the respective parties, at the above addresses; provided, however, that either party shall have the right to change such address by notice in writing directed to the other party.

In Witness Whereof, the parties hereto have respectively caused this instrument to be executed on the dates hereinafter indicated.

The Texas Company

By M. Helpen

Vice President

Approved

W. M. S.

Attest:

W. G. Elicker

Asst. Secretary

Date: Aug 7 1941

Standard Oil Development Company

By William E. Currie

Vice President

Attest:

W. F. Quick

Asst. Secretary

Date: Jul 29 1941

United States of America }
Southern District of Texas } ss.

I, Hal V. Watts, Clerk of the United States District Court in and for the Southern District of Texas, do hereby certify that the annexed and foregoing is a true and full copy of the Agreement and Supplemental Agreement, same being excerpts from "Defendant's Answers to Certain of Plaintiffs' Interrogatories that were served on July 1, 1943", filed July 16, 1943 in Cause No. 1041 on the Civil Action Docket of this Court at the Houston Division and styled: Truman B. Wayne and Visco Products Company vs. The Texas Company, the original complaint in said suit being filed on June 7th, 1943, now remaining among the records of the said Court in my office.

In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Houston, Texas this 8th day of September, A. D. 1943.

Hal V. Watts,

Clerk,

By F. Hise,

Deputy Clerk.

(Seal)

50-1011

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue said Letters Patent to said Standard Oil Development Company.

the priority date of the said United States application. The undersigned hereby reserve(s) to Hualte Oil and Refining Company, a corporation of Texas, a non-exclusive, royalty-free, non-transferable, irrevocable license under any United States or foreign patent that may issue to cover the invention or improvements referred to above.

1999

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GEORGE E. CANNON  
to be personally known to be the same person(s) whose name(s) is  
(are) subscribed to the foregoing instrument, and acknowledged  
that he (she) executed said instrument as his (her) free and  
voluntary act, and for the uses and purposes therein expressed.

Edna M. Cannon  
History Teacher in and for  
Hartford, Conn.



(DEAL)